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Attorneys for Plaintiff,  
SURJEET SINGH

**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

SURJEET SINGH, an individual,

Plaintiff,

v

CRESTBROOK INSURANCE COMPANY, a  
Foreign (Insurance) Corporation; DOES I  
through X; and ROE CORPORATIONS I  
through XX, inclusive

Defendants.

**CASE NO.: 2:24-cv-00246-CDS-EJY**

**JOINT STIPULATION AND ORDER  
FOR INDEPENDENT MEDICAL  
EXAMINATION OF PLAINTIFF  
SURJEET SINGH**

**IT IS HEREBY STIPULATED AND AGREED** to, by and between the parties to this action,  
Plaintiff SURJEET SINGH ("Plaintiff") and Defendants CRESTBROOK INSURANCE COMPANY  
("Crestbrook"), through their respective attorneys of record, stipulate and agree that Plaintiff will

1 undergo a physical examination pursuant to Rule 35 of the Federal Rules of Civil Procedure. Said  
2 examination shall take place on **September 7, 2024 at 11:00 a.m.** and will be conducted at Aria Hotel,  
3 3730 South Las Vegas, NV 89158, 2<sup>nd</sup> Level, Promenade – Conference Center, Medium Rosewood  
4 Conference Room, by Dr. Brian Rudin and Dr. Glenn Cohen (collectively referred to as “the  
5 examiners”).

6 The parties further stipulate and agree that:

7 1. This examination will be conducted for the purposes of determining the nature and extent  
8 of Plaintiff’s physical injuries and the relationship thereof to the accident, which is the subject of this  
9 litigation. The examination will consist of all necessary and customary activities required to make such  
10 a determination, including, but not limited to, medical history related to the injuries in question,  
11 description of the accident in question, physical examination, and evaluation related to the injuries in  
12 question.

13 2. At the time of said examination, Plaintiff shall answer all proper questions and inquiries  
14 submitted to him, including, but not limited to, those relating to occupational history and prior injuries  
15 and diseases for the purposes of making proper diagnoses of Plaintiff’s medical condition as it relates to  
16 the claims in this lawsuit involving his neck, back, hands, and wrists. No questions will be asked by the  
17 examiners beyond those necessary to ascertain Plaintiff’s medical conditions as it relates to his claims in  
18 this lawsuit.

19 3. The examination is expected to last no more than three (3) hours in total, as the  
20 examiners will work together to obtain Plaintiff’s medical history, and then each examiner will conduct  
21 their own respective medical exam based upon Plaintiff’s conditions specific to their specialty – Dr.  
22 Cohen (Orthopedic Surgeon/Treatment of Hand, Wrist, and Elbow Disorders) and Dr. Rudin  
23 (Orthopedic Spine Surgeon). Each exam by Dr. Rudin and Dr. Cohen will last no longer than sixty (60)  
24 minutes.

25 4. To assist in reducing the examination time, any paperwork the examiners require Plaintiff  
26 to complete shall be provided to Plaintiff’s counsel at least seven (7) before the scheduled exam. The  
27 examinee will bring the forms to the examination appointment.  
28

1           5.     No representatives from Defendant or either party's counsel's office will be present at the  
2 examination.

3           6.     An individual from De Bruyn Legal Nurse Consulting will attend the examination on  
4 behalf of Plaintiff to observe, audio record, and report. The examiners may also audio record the  
5 examination. Plaintiff will pay for any costs related to the audio recording conducted by De Bruyn  
6 Legal Nurse Consulting and Defendant will pay for any costs related to any audio recording conducted  
7 by the examiners. Upon request, an unedited copy the recording shall be provided in its complete and  
8 original state. The examiners and all persons present at the examination must be notified before the  
9 examination begins that it is being recorded.

10          7.     No other physician shall be present during the examination other than members of the  
11 examiners' staff.

12          8.     No invasive procedures will be performed by the examiners and no tests will be  
13 performed that penetrate or break the skin or tissues of Plaintiff.

14          9.     The examiners' reports must be in writing, must set out in detail the examiner's findings,  
15 including diagnosis, conclusions, and the results of any tests, and said reports will be disclosed by  
16 Defendant on the date of the applicable expert disclosure deadline per the operative Discovery Plan and  
17 Scheduling Order in this case. If the examiners' reports are not disclosed on the applicable expert  
18 disclosure deadline per the operative Discovery Plan and Scheduling order, Plaintiff may seek to  
19 exclude the reports and any opinions contained therein from any trial or hearing in this case.

20          10.    Defendant shall bear the cost of the examination.

21          11.    Plaintiff shall be responsible for Dr. Rudin's and Dr. Cohen's customary cancellation fee  
22 if Plaintiff fails to appear for, or fails to participation in, the scheduled examination as follows:

23           a.    Dr. Brian Rudin Cancellation policy:

24                \$1,000 if less than 72 hours' notice is provided to cancel or there is a no show.

25           b.    Dr. Glenn Cohen Cancellation policy:

26                \$1,000 if less than 7 days' notice is provided or there is a no show.

27           Plaintiff will submit payment to Defendant's counsel for said cancellation fees within two (2)  
28 weeks of the date on which the examination was scheduled.

12. The examination may be rescheduled if agreed to by both parties, and the request for rescheduling is made and agreed to by the parties before August 24, 2024 (two weeks before the scheduled examination).

**IT IS SO STIPULATED.**

Dated: August 26, 2024

**HINES HAMPTON PELANDA LLP**

By: /s/ Christine Emanuelson  
Christine M. Emanuelson  
Attorney for Defendant,  
CRESTBROOK INSURANCE COMPANY

Dated: August 26, 2024

**SOUTHWEST INJURY LAW, PLLC**

By: /s/ Luis A. Ayon  
Luis A. Ayon  
Attorney for Plaintiff,  
SURJEET SINGH

**ORDER**

**IT IS SO ORDERED.**

  
UNITED STATES MAGISTRATE JUDGE

DATED: August 26, 2024